

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CIVIL ACTION NO.: **7:20-cv-82-M**

SOUTHERN FARM BUREAU LIFE)	
INSURANCE COMPANY,)	
)	
Plaintiff,)	PROPOSED ORDER GRANTING
v.)	DEFENDANT FRANCES MORGAN
)	MILLER'S (f/k/a FRANCES GALE
)	BRITT) MOTION FOR DEFAULT
)	JUDGMENT AND
FRANCES MORGAN MILLER, f/k/a)	ENJOINING DEFENDANT KESHA
FRANCES GALE BRITT, and)	BLANKS BRITT FROM FILING
KESHA BLANKS BRITT,)	FUTURE LITIGATION
Defendants.)	

Plaintiff Southern Farm Bureau Life Insurance Company filed this civil action to resolve the beneficiary of its life insurance policy number 01 2790576 for \$100,000.00 issued by the Plaintiff on account of the life of Tilman Laverne Britt. Presently before the Court is the Defendant Frances Morgan Miller's (formerly known as Frances Gale Britt) Motion for Default Judgment and request for an injunction as to Defendant Kesha Blanks Britt. Having considered the pleadings, the parties' arguments, and relevant legal authority, Defendant Frances Morgan Miller's Motion for Default Judgment is **GRANTED**.

The Court specifically finds, based upon the pleadings before it Defendant Kesha Blanks Britt, the following facts:

1. Plaintiff Southern Farm Bureau Life Insurance Company issued life insurance policy number 01 2790576 for \$100,000.00 on account of the life of Tilman Laverne Britt on May 18, 1998. The beneficiary initially was listed as Mr. Britt's wife at the time of the initial issuing of the policy, Frances Gale Britt, now known as Frances Morgan Miller.

2. Tilman Laverne Britt died on March 21, 2020. Plaintiff Southern Farm Bureau Life Insurance Company has no record that a Beneficiary Change Request signed by Tilman Laverne Britt was ever received by Plaintiff. Therefore, at the time of Mr. Britt's death, Defendant Frances Morgan Miller, formerly known as Frances Gale Britt, still was listed as the beneficiary on the policy.
3. Defendant Kesha Blanks Britt failed to answer the Plaintiff's Complaint and therefore abandoned any claim she may have had to the res at issue in the Complaint, and therefore, Defendant Frances Morgan Miller is hereby declared to be the beneficiary of the above-stated life insurance policy.

Based upon the above-stated findings of fact, the Court issues the conclusion of law that the Plaintiff is entitled to the entire ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) of the proceeds of the Plaintiff's above-described life insurance policy.

Pursuant to Rule 65 of the Federal Rules of Civil Procedure, the Court also recognizes that Defendant Kesha Blanks Britt asserted in a letter to Plaintiff that she believed she was entitled to the proceeds of the above-described life insurance policy which caused the need for Plaintiff's complaint, and as with any legal dispute, this litigation burdened both Plaintiff and Defendant Frances Morgan Miller. To prevent further litigation and unnecessary costs, this Court hereby enjoins Defendants from filing any future litigation or taking any other action as to either Plaintiff or Defendant Frances Morgan Miller regarding Southern Farm Bureau Life Insurance Company's life insurance policy number 01 2790576 and/or the proceeds paid pursuant to this order.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiff pay Defendant Frances Morgan Miller ONE HUNDRED THOUSAND DOLLARS (\$100,000.00),

the proceeds of Plaintiff's life insurance policy 01 2790576, and upon payment of said sum to Defendant Frances Morgan Miller, the Plaintiff is discharged from any liability as it pertains to this life insurance policy, and

IT IS FURTHER ORDERED, ADJUDGED, and DECREED upon payment of the sums set forth above to Frances Morgan Miller that Plaintiff is discharged from all further liability herein and Defendants are **HEREBY ENJOINED AND RESTRAINED** from the institution of further prosecution and/or filing of any further claims or future litigation in any forum or taking any other action as to either Plaintiff or Defendant Frances Morgan Miller regarding Southern Farm Bureau Life Insurance Company's life insurance policy number 01 2790576 and/or the proceeds paid pursuant to this order.

Upon full payment of the sums set forth above by Plaintiff to Frances Morgan Miller, this Order shall constitute, and operate as a full, final, and complete satisfaction and discharge of any and all claims whatsoever which the parties hereto may have against one another specifically relating to Plaintiff's life insurance policy 01 2790576, or in any manner arising out of or resulting from the matters and things referred to in the pleadings in this action; and upon full payment of the Proceeds as set forth herein, this Order shall be and constitutes a perpetual bar to the institution or prosecution of any action or cause of action by the parties resulting from the matters and things referred to in the pleadings in this matter.

Pursuant to Rule 54(d), all costs are hereby assessed to Defendant Kesha Blanks Britt, and the parties shall be responsible for their own attorney's fees.

SO ORDERED, this the ____ day of _____, 2020.

RICHARD E. MYERS, II
UNITED STATES DISTRICT JUDGE